

Stipulations
NVN-025353
Exhibit A

The Grantee, by accepting this Right-of-Way Grant, agrees and consents to comply with and be bound by the following terms and conditions:

General Stipulations:

1. To the extent practicable, the Grantee shall comply with all applicable federal and state laws and regulations existing or hereafter enacted or promulgated applicable to the authorized use.
2. The Grantee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this Grant. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Grantee, its agents, contractors, or third parties. If the liability is caused by third parties, the Grantee will pursue legal remedies against such third parties as if the Grantee were the fee owner of the Right-of-Way. Notwithstanding any limits to the Grantee's ability to indemnify and hold harmless the United States which may exist under state law, the Grantee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Grantee's use or occupancy of the Right-of-Way regardless of whether the Grantee has actually developed or caused development to occur on the Right-of-Way from the time of the issuance of this Right-of-Way.
3. The Grantee shall comply with the Resource Conservation and Recovery Act, (42 U.S. C. 6901 et. seq.) and the Toxic Substances Control Act of 1976, as amended, (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the permit area or on facilities authorized under this permit (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government. The Grantee agrees to indemnify the United States against any liability arising from the release of any hazardous substances or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq.) on the permit area. This agreement applies without regard to whether a release is caused by the Grantee, its agent, or unrelated third parties.
4. The Grantee of this Right-of-Way Grant or their successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto. That in operation, maintenance, and termination of the authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, or national origin and all subcontracts shall include an identical provision.
5. In the event that the public land underlying Right-of-Way NVN-025353, and encompassed within this Grant (or a portion thereof), is: a) not being reserved to the United States in the patent/deed, and/or b) the Right-of-Way is not within a Right-of-Way corridor being reserved to the United States in the patent/deed, then the United States, under Federal laws, statutes, and regulations,

including 43 CFR Part 2800, waives any right it has to administer the Right-of-Way, or portion thereof, within the conveyed land. This waiver applies to any requirements for the Grantee to apply to the BLM for amendments, modifications, or assignments, as well as to any requirements for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the Patentee/Grantee and their successors and assigns, shall be the successors to the United States in all matters relating to the Right-of-Way, or to any portion thereof within the conveyed land. After conveyance, the Patentee/Grantee and their successors and assigns, in all matters relating to the Right-of-Way, or any portion thereof, shall be subject to all applicable state and local government laws, statutes, and ordinances. Any disputes concerning compliance with the use and the terms and conditions of the Right-of-Way shall be considered a civil matter between the Patentee/Grantee and the Right-of-Way Grantee.

6. The Grantee shall designate a representative(s) who shall have the authority to act upon and implement instructions from the Authorized Officer. The Grantee's representative shall be available for communication with the Authorized Officer within a reasonable time when construction or other surface disturbing activities are underway.
7. In case of change of address, phone number, or contact person the Grantee shall immediately notify the Authorized Officer.
8. Except in instances of emergency repair, the Grantee shall conduct all activities associated with the operation, maintenance, and termination of the facilities, improvements, and structures within the Right-of-Way limits. If at any time the Grantee wishes to reconstruct or relocate any portion of the communication site to outside of the Right-of-Way, prior written approval must be obtained from the Authorized Officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulations. In the case of emergency repair which cause major ground disturbance outside of the Right-of-Way, the proponent will notify the BLM immediately (no longer than 5 days) of the action.
9. All operations, maintenance, and termination practices shall be in accordance with safe and proven engineering practices. The Grantee shall take resource conservation and protection measures into consideration in the Right-of-Way Grant. Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the Authorized Officer.
10. The Grantee may not install fence without the consent of the Authorized Officer. Damage to existing fences caused by the Grantee must be repaired immediately and meet BLM standards.
11. The Grantee shall permit free and unrestricted public access to and upon the Right-of-Way for all lawful purposes except for those specific areas designated as restricted by the Authorized Officer.
12. The Grantee shall maintain the Right-of-Way in a safe, usable condition and provide for the safety of the public entering the Right-of-Way; this may include barricades for open trenches, signage, or flagmen/women as necessary.
13. The Grantee shall keep the Right-of-Way clean by removal of any debris or waste.
14. If unforeseen conditions arise which result in the approved terms and conditions becoming inadequate to either protect the public health and safety or to protect the environment, the Authorized Officer may suspend or terminate in whole or in part this Right-of-Way Grant.
15. Prior to termination of the Right-of-Way or a portion of the Right-of-Way, the Grantee shall contact the Authorized Officer approximately 120 days prior to expiration to arrange a pre-

termination conference. This conference will be to discuss rehabilitation options to return the area to productive wildlife habitat. If the Grant is to be renewed an application for renewal must be received 120 days prior to the expiration of the grant.

16. The Bureau of Land Management reserves the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.

Cultural:

17. Any cultural and/or paleontological resource (historic or prehistoric site object) discovered by the Grantee, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. The Grantee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Grantee will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Grantee.
18. For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, the lease Grantee shall stop activities in the immediate vicinity of the discovery and protect the discovery from disturbance for 30 days or until notified to proceed by the Authorized Officer. The Grantee is responsible for the cost of the consultation, evaluation, and mitigation. Any decision on treatment and/or mitigation will be made by the Authorized Officer after consulting with the Grantee.

Fire:

19. During the period of May 1, through October 1, of each year, Grantee will use spark arresters on vehicles and equipment in the project area, due to the potential for fire ignition from the project related activities. This includes emission of hot carbon particles from diesel powered equipment, improperly equipped or poorly operating exhaust systems on gas powered vehicles and direct contact of wild land fuels with catalytic converters. Individuals, groups, businesses or corporations found responsible for the ignition of a wild fire may be held liable for the costs associated with the suppression of that fire. Report wild land fires immediately to the Elko Interagency Dispatch Center at 775-748-4000.
20. To do everything reasonable within his or her power, both independently and upon request of the Authorized Officer, to prevent and suppress fires on or in the immediate vicinity of the Right-of-Way area. This includes making available such construction and maintenance forces as may be reasonably obtained for the suppression of fires. As determined by the Authorized Officer, operations may be limited or suspended in specific areas, or additional measures may be required due to fire danger.

Noxious & Invasive Species:

21. As directed by the Authorized Officer the Grantee shall be responsible for control of noxious weed species on disturbed areas within the limits of the right-of-way that result or would result from the improvements authorized under this Grant. This would include the use of approved noxious weed control methods as identified in the *Final Vegetation Treatments Using Herbicides on Bureau of Land Management Lands in 17 Western States Programmatic Environmental Impact Statement* (BLM, June 2007); which include mechanical, manual, biological, and chemical controls. Noxious weeds will be controlled through manual removal and chemical application of an approved weed killer, as needed through the length of the right-of-way and until BLM has determined their obligations complete after the termination of the grant.

22. To prevent the spread of non-native invasive species and noxious weeds, all vehicles or equipment shall be cleaned of mud, dirt, and plant parts with high-pressure water spray prior to entering the Right-of-Way. Cleaning efforts shall concentrate on tracks, feet, or tires, and the undercarriage, with special emphasis on axles, frames, cross members, motor mounts, the underside of running boards, and front bumper/brush guard assemblies. Equipment shall be washed at a BLM approved cleaning area preferably on a gravelly or rocky site that is not located near a water source. The designated cleaning area shall be monitored and treated for weeds by the Grantee.

Soil:

23. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support maintenance equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to adequately support maintenance equipment.
24. In the area of the communication site, mitigation measures will include careful compaction of soils to ensure they are similarly compacted to that of adjacent soils to avoid un-even erosion.

Survey Monuments:

25. The Grantee shall protect all survey monuments found within the Right-of-Way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Grantee shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management Right-of-Way monuments or references are obliterated during operations, the Grantee shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Grantee shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Grantee shall be responsible for the survey cost.

Wildlife:

26. After the life of the Right-of-Way, the proponent will rehabilitate all habitat disturbed from the communication site by reseeding with a native grass and forb seed mix appropriate to the affected ecological site in accordance with 43 CFR §2805.12 (i) (1). BLM will assist on recommending a seed mix.
27. When any part of the building/structures is being maintained or replaced under non-emergency situations, nesting and perch-detering devices shall be installed along the exposed cross arms or on any overhead structures within four miles of and having line of sight to active Greater Sage-Grouse leks. Under emergency situations, the building repairs would be considered temporary and nesting and perch- deterring devices shall be installed within four miles of active Greater Sage-Grouse leks within one year.
28. Obtain a U.S. Fish and Wildlife Service Common Raven Depredation Permit, as deemed necessary and remove raven nests. Nest removal should be completed prior to egg-laying and hatch periods.